

BROADWATER COUNTY COMMISSIONERS
515 Broadway, Townsend
Meetings are held at the Flynn Building on 416 Broadway St.

Current and previously recorded meetings, official agenda, and minutes may be viewed on the website at <https://www.broadwatercountymt.com>.

Per Montana Code Annotated (MCA) 2-3-202, agenda must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the agency conducting the meeting. Public comments and items not on the agenda will be taken either in writing in advance of the meeting or in person at the beginning of the meeting. Mail and items for discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change. Working meetings will be posted on the agenda and will not be recorded.

OFFICIAL agendas are posted in the Courthouse (1st floor bulletin board), on our website at www.broadwatercountymt.com, in the window of the Flynn Building at least 48 hours in advance of the meeting, and in the Helena Independent Record (IR).

Wednesday, July 12, 2023

- | | |
|-----------------|---|
| 10:00 AM | Public Comment on any subject not on the agenda, and that the Commission has jurisdiction over |
| 10:00 AM | Discussion/Decision, Stahly Engineering, Old Town Bridge Contract |
| 10:05 AM | Discussion/Decision, Jania Hatfield, Deputy County Attorney; Angie Paulsen, Clerk and Recorder, Road Abandonment Process |
| 10:10 AM | Discussion/Decision, Angie Paulsen, Clerk & Recorder, Broadwater County Logo & Seal |
| 10:15 AM | Discussion/Decision, Broadwater County Sheriff's Office; Mobile Mapping Upgrade_3FOs C7- \$45,320.46 |
| 10:20 AM | Discussion/Decision, Montana Stockgrowers Association MOU- \$8,014 Montana Wool Growers Association MOU-\$1256 |
| 10:25 AM | Discussion/Decision, 2023 Airport Annual Lease Rate increase of 4.9% |

Thursday, July 13, 2023

- | | |
|-----------------|--|
| 10:00 AM | Weekly Working Meeting with Jania Hatfield, Deputy County Attorney, in the Commission Office regarding projects and deadlines |
|-----------------|--|

PUBLIC MEETING NOTICE: THE DEPARTMENT OF REVENUE WILL BE IN THE FLYNN BUILDING ON JULY 19, 2023 FROM 12-3PM AND 430 PM-7PM.

PUBLIC MEETING NOTICE: BROADWATER COUNTY PUBLIC WORKS WILL BE IN THE FLYNN BUILDING AUGUST 2ND FROM 6PM-8PM FOR PUBLIC COMMENT ON PROPOSED SOLID WASTE CHANGES.

Items for Discussion / Action / Review / Signature – Consent Agenda

✓ Certificate of Survey review

- ✓ Management – on-going advisory board appointments
- ✓ Claims/Payroll/minutes
- ✓ County Audit / Budget
- ✓ Mail – ongoing grants
- ✓ Correspondence – support letters

Debi Randolph, Chairman (406) 266-9270 or (406) 980-2050

Darrel Folkvord, Vice Chairman (406) 266-9272 or (406) 980-1213

Lindsey Richtmyer (406) 266-9271 or (406) 521-0834

E-mail: commissioners@co.broadwater.mt.us

Future Meetings being held at the Flynn Building (416 Broadway)

(Please note: These meeting times/dates may change, please check the county website)

The Commissioners may be attending these board meetings (except the Planning Board)

- *BC Weed Board on July 12th at 7pm*
- *BC Local Advisory Council on July 12th at 2PM*
- *Broadband Advisory Board on July 14th at 8AM*
- *City/County Parks & Rec on July 17th at 6PM*
- *Board of Health on July 18th at 1pm*
- *Broadwater County- Three Forks Mosquito Board on July 18th at 3:30pm*
- *Broadwater County- Townsend Mosquito Board on July 18th at 4pm*
- *LEPC on July 20th at 1pm*

STAHLY ENGINEERING & ASSOCIATES, INC.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into on the ____ day of _____, 2023 by Broadwater County (hereafter "CLIENT"), located at 515 Broadway Street, Townsend, MT 59644 and Stahly Engineering & Associates, Inc. (hereafter "CONSULTANT"), located at: 851 Bridger Dr., Suite 1, Bozeman, Montana 59715, is hereby described as follows:

A. Project Description (hereafter the "Project"):

Old Town Bridge West bridge design

B. CONSULTANT will perform professional services for CLIENT as follows:

See attached Scope of Work

C. CLIENT will compensate CONSULTANT for services as follows:

Time and materials, \$224,500, based on the estimate provided in the attached Scope of Work.

NOTE: Invoices are due upon receipt. Invoices are sent out once a month (on or about the 10th) for work performed during the invoice period (basically the prior month). A late payment FINANCE CHARGE will be charged at the periodic rate of 1.5% per month (or the maximum allowed by law) on any balance remaining unpaid 30 days after the date of the invoice.

Signature below by CLIENT signifies CLIENT's understanding, agreement and acceptance of this Agreement and that signatory below is authorized to sign this Agreement.

CONSULTANT:

By:  _____

Name: Theron Thompson, PE

Title: COO

Project Manager/Contact: Kathy Thompson, PE

CLIENT:

By: _____

Name: _____

Title: _____

Email Address: _____

By signing this Agreement, Client assents to the terms and conditions set forth above and on the reverse side hereof.

TERMS AND CONDITIONS

1. Amendments. Client, without invalidating this Agreement, may request changes within the general scope of the Services required by this Agreement by amending or adding to the Services to be performed and any such changes in the Services shall be performed subject to this Agreement Upon receiving Client's request, Consultant shall return to Client a proposal setting forth an adjustment to the Services and cost estimate or fee to represent the value of the requested changes. Consultant will perform additional services after receiving written approval from Client accepting the proposal.
2. Relationship of Parties. Consultant and its employees, agents, affiliates and subcontractors shall act solely as independent contractors in performing services under this Agreement. Except as specifically provided in this Agreement, Consultant shall have no right or authority to act for Client and will not enter into any contract or other agreement or incur any debt, liability or obligation of any nature in the place of, or on behalf of, Client. Consultant, its employees, agents, affiliates and subcontractors shall not be considered agents or employees of Client. Reliance upon the Services provided under this Agreement are limited to Client and any third party reliance that may be available is contingent upon written agreement executed by Consultant and upon the full execution by the third party of a letter of understanding provided by Consultant. Client acknowledges that the Services provided under this Agreement shall in no way be construed, designed, or intended to be relied upon as legal advice or interpretation.
3. Reuse of Documents. All documents, including Drawings and Specifications provided or furnished by Consultant pursuant to this Agreement are instruments of service in respect of the Project, and Consultant shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of Consultant) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project and is prohibited. Client shall not give or sell drawings or specifications furnished by Consultant to any other party. Consultant may release electronic files generated during its work to client, providing client signs release of liability statement.
4. Standard of Care. The standard of care for all professional engineering and surveying and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultants' profession practicing under similar conditions at the same time and in the same locality. Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
5. Cost Estimates. Any opinion of probable costs prepared by the Consultant represents its judgment as a design professional and is supplied for general guidance of the Client. Because Consultant has no control over the cost of labor and materials, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.
6. Insurance. In addition to any other insurance which Consultant may choose to carry, Consultant shall at its sole expense, maintain in effect during the performance of the Services under this Agreement insurance coverage's as follows: Workers Compensation, as required by state law; General Liability and Automobile Liability with a combined single limit of \$1,000,000 per occurrence; Professional Liability, \$1,000,000 for claims made against Consultant for negligent errors or omissions in performance of services hereunder. Consultant shall deliver to Client certificates of insurance, if requested by Client.
7. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, agents in the performance and furnishing of Consultant's services under this Agreement. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, agents with respect to this Agreement or the Project.
8. Limitation of Liability. Client hereby agrees, to the fullest extent permitted by law, that Consultant's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project of this Agreement from any cause or causes, including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or otherwise, will not exceed (i) the total compensation received by Consultant under this Agreement, or (ii) \$50,000 whichever is the lesser amount.
9. Termination. This Agreement may be terminated by either party upon written notice in the event of failure by the other party to perform in accordance with the terms hereof. Unpaid invoice(s) 60 days outstanding shall be considered failure of performance by Client and grounds for termination by Consultant. Consultant may terminate the Agreement if Consultant believes that it is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or if Consultant's services for engineering or surveying are delayed or suspended for more than sixty days for reasons beyond Consultant's control. The Client or Consultant may terminate this Agreement for convenience, effective upon receipt of written notice by either party. In the event of termination, Consultant shall be paid for services performed up to the termination notice date plus reasonable termination and project closeout expenses. Consultant shall have no liability to Client on account of termination for work completed after termination. In the event Consultant is required to seek the services of an attorney with regard to default of client in performance of this agreement or in the event of Client's non payment of fees and costs, the prevailing party shall be entitled to recover from the losing party all costs and attorney's fees incurred.
10. Survival. All express representations, indemnifications, or limitations of liability made in or given in the Agreement will survive the completion of all services of Consultant under this Agreement or the termination of the Agreement for any reason.
11. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SCOPE OF SERVICES, SCHEDULE AND BUDGET

BROADWATER COUNTY

OLD TOWN BRIDGE OVER THE JEFFERSON RIVER

2 MILES NORTH OF THREE FORKS (#02352)

PROJECT OBJECTIVE

The purpose of this project is to design a bridge replacement for a bridge over the Jefferson River on Old Town Road, which currently has a 7-ton load posting. The new bridge will be designed to meet the current demands of traffic, both local and recreational, as well as Broadwater County design standards. Stahly Engineering will be responsible for providing the engineering services for survey, design, permitting, bidding, construction inspection and construction administration for the project.

SCOPE OF WORK – ENGINEERING SERVICES

I) PROJECT MANAGEMENT & COMMUNICATION

General Project Management

The project management will include preparing such items as project budgets and schedules, conducting in-house meetings, monitoring project developments, preparing periodic project cost updates, and handling phone calls related to the development of this project. The main objective of this task is to address issues related to the progress of the project, track schedule to reduce project delays and monitor activities to control project costs.

Meetings & Coordination

Two Plan-in-Hand meetings will be held with Broadwater County around the 25% and 75% design phases of the project. The Plan-in-Hand plans will be submitted to the County for review and comment. After comments have been received, work on construction documents will continue. Additional coordination will include periodic design updates to the County that will be distributed via e-mail.

II) TOPOGRAPHIC AND HYDRAULIC SURVEY

The topographic survey will encompass the existing and proposed bridge location, extending along the roadway approaches to develop an accurate base map for plan and quantity development. Cross-sections of the water crossing will be surveyed to provide the information necessary for an accurate hydraulic analysis and bridge layout. Existing Certificates of Survey, legal descriptions for adjacent properties and section corner records will be gathered from the Broadwater County Courthouse, if necessary. No new roadway easement is anticipated, and any temporary construction easements will be tied to the adjacent properties and easement exhibits prepared for Broadwater County. Broadwater County will be responsible for preparing the legal documents necessary for obtaining or modifying the existing roadway easements. The survey will collect all the marked utilities and other site information necessary to minimize any possible construction conflicts.

III) ENGINEERING DESIGN

GEOTECHNICAL TESTING & REPORT

SK Geotechnical Corporation (sub-consultant) will perform the bore logs, material testing and geotechnical report for the project. Core drills will be done near the proposed bridge foundation locations so the bridge foundation and roadway typical section recommendations can be provided. SK Geotechnical Corporation will be responsible for securing all permits required for drilling.

HYDRAULIC ANALYSIS

Confluence Consulting will be completing the hydraulic analysis of the crossing. Using the hydraulic survey of the river channel and any available information from the updated DNRC flood study, a HEC-RAS model will be developed to predict the existing and revised channel flow at the bridge location. We expect historic information to be available from the Broadwater County Floodplain administrator, recent DNRC mapping and various gauging stations to predict the 50 and 100-year flood event at this bridge location.

ENVIRONMENTAL DOCUMENTATION & PERMITS

A Montana Joint Application for Montana's Streams, Wetlands, Floodplains and Other Bodies of Water will be submitted for the following permits:

SPA 124 - Montana Stream Protection Act: Administered by the Montana Fish, Wildlife and Parks, this permit is required by projects that may affect the bed or banks of any stream in Montana.

404 Permit – Federal Clean Water Act: Administered by the U.S. Army Corps of Engineers, this permit is required by projects that will result in the discharge or placement of dredged or fill material into waters of the U.S., including wetlands. It is anticipated there will be very small (area) impacts to wetlands, and no mitigation measures will be required for this project. Wetland impacts will be delineated prior to application to the Army Corps of Engineers.

Floodplain Development Permit: Administered by the Broadwater County Floodplain Administrator, this permit aims to minimize public and private impacts due to flood conditions. As this project is located within a FEMA Designated Zone A Floodplain, no rise in water surface elevation can be caused by the new structure and roadway. The HEC-RAS hydraulic calculation will be completed, and documentation provided with the permit application to show that backwater will not be increased, as required.

National and Montana Pollutant Discharge Elimination System (NPDES/MPDES) – Because the project will not disturb more than 5 acres or more than 1 acre within 100 feet of a Montana surface water, a NPDES permit is not necessary. However, Best Management Practices for temporary and permanent control measures will be incorporated at the bridge location.

A bridge general layout, foundation plan, and roadway plans will be submitted with the Joint Application to all agencies.

NATIONAL HISTORIC PRESERVATION SECTION 106

Impacts to historic and archaeological property (Section 106) is anticipated as the existing truss bridge has been determined to be eligible for the National Register of Historic Places.

Broadwater County will work with Stahly Engineering to complete a Memorandum of Understanding (MOU) between the County, the Army Corps of Engineers and the State Historic Preservation Office (SHPO) to offset the adverse effect of removing a historic structure. Documentation required for the MOU will be provided by Stahly Engineering and submitted to SHPO as part of this project. Included in the budget is the cost to complete the Historic American Engineering Record (HAER) documents and photos.

BRIDGE DESIGN

A new bridge will be designed to meet the current Broadwater County design standards and will be designed in accordance with the AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020.

PROJECT MANUAL

The project manual will include all necessary bidding documents, construction plans and special provisions. The construction documents will follow the latest edition of the Montana Public Works Standard Specifications for public projects in Montana.

Bridge Plans

STAHLY ENGINEERING will prepare the final bridge plans and construction documents necessary to bid and construct the new bridge. The bridge plans will include a title sheet, general layout, structure details, and guardrail details. Quantities will be determined from the completed bridge plans and used for bidding and construction administration.

Road Plans

Because no roadway realignment is being designed, roadway plans will reflect the transition from the existing roadway to the new bridge. STAHLY ENGINEERING will provide bridge approach section and approach rail details as needed for connection of the existing roadway to the new structure. The horizontal alignment will be identified appropriately with coordinate callouts to facilitate contractor staking.

Special Provisions

Special provisions will be written to address general conditions and issues specific to this project. Montana Public Works Standard Specifications will be utilized and referenced for bidding documents, technical specifications, and general conditions.

Contract Documents

The contract documents utilized for this project will follow the latest edition of the Montana Public Works Standard Specifications for public projects in Montana.

Quality Assurance / Quality Check (QA/QC)

In-house design checks will be performed on engineering calculations, bridge plans, road plans, project manual and quantities. A licensed engineer will perform the necessary QA/QC process. The feedback will be provided to the licensed engineer that was responsible for the original design for final review and modifications.

BIDDING PHASE

STAHLY ENGINEERING will provide the following services during the bidding phase:

- Issue plans and construction documents to prospective bidders who request plans.
- Keep a record of prospective bidders (plan holder list).
- Provide clarification to prospective bidders and issue addenda as appropriate.
- Facilitate a pre-bid conference and keep minutes of the conference.

STAHLY ENGINEERING will be responsible for preparing the bid tabulation, providing a recommendation to the County Commissioners, and issuing the Notice of Award, Agreement Forms, and Notice to Proceed.

DELIVERABLES

STAHLY ENGINEERING will provide the following deliverables based on Engineering Services:

- Geotechnical report
- Hydraulics report
- Project manual

EXPENSES

STAHLY ENGINEERING will budget 3% of project costs for items such as document reproduction and mileage.

IV) CONSTRUCTION ENGINEERING SERVICES

PROJECT MANAGEMENT

Project management for the Construction Engineering phase of the project includes, but is not limited to, the following items:

- Facilitate completion of construction contracts between Owner and Contractor.
- Facilitate pre-construction conference and record minutes.
- Verify construction and payment bonds and issue Notice to Proceed.
- Review and process Contractor pay requests.
- Review Contractor submittals, issue work directives and change orders as necessary.

CONSTRUCTION STAKING

STAHLY ENGINEERING will set control for use by the Contractor for all construction surveys. In addition to control, Stahly will provide staking at centerline of roadway and centerline bearing of each foundation cap. A staking diagram will be provided to the Contractor.

CONSTRUCTION INSPECTION

Provide on-site inspection and act as Owner's representative during the construction period. A Resident Project Representative (RPR) of STAHLY ENGINEERING will be providing part-time inspection as required by the project engineer and Owner. At a minimum, inspection will be required for pile driving, rebar inspection, concrete placement, and the setting of beams. Periodic on-site inspection will also be provided by the project engineer, as necessary. The RPR and project engineer will maintain neat, accurate records of contractor personnel, equipment, daily work efforts, quantity of completed work and photographs throughout the project duration. Weekly progress meetings with the Contractor will be held on-site and weekly construction updates will be distributed to the Owner via e-mail.

FINAL WALK THROUGH / PROJECT CLOSEOUT

STAHLY ENGINEERING will perform the final walk through with the Owner and Contractor and develop a punch list of items remaining. Once the punch list items are complete, a final inspection will be conducted, and the project engineer will provide any warranty advice to the Owner, in writing, of project deficiencies and performance of project according to the design concept.

DELIVERABLES

STAHLY ENGINEERING will provide the following deliverables based on Construction Engineering Services:

- Inspection reports
- Final walkthrough report
- Final inspection report
- Project closeout documents

EXPENSES

STAHLY ENGINEERING will budget 3% of project costs for items such as document reproduction and mileage.

PROJECT SCHEDULE

BROADWATER COUNTY - OLD TOWN ROAD WEST - 2 MILES NORTH OF THREE FORKS (QUARTERLY PROJECT IMPLEMENTATION SCHEDULE)								
Task	2023 Quarters		2024 Quarters				2025 Quarters	
	3rd	4th	1st	2nd	3rd	4th	1st	2nd
	J-A-S	O-N-D	J-F-M	A-M-J	J-A-S	O-N-D	J-F-M	A-M-J
Project Start Up								
Sign MCEP Contract	x							
Complete Start Up Conditions	x							
Project Design								
Commence Final Design	x	x	x					
Complete Project Design		x						
Submit Plans to MCEP			x					
Prepare Bid Documents		x						
Environmental Permitting			x	x				
Section 106 MOU		x	x	x				
Advertisement for Construction Bid								
Public Bid Advertisement			x					
Open Bids & Examine Proposals			x					
Select Contractor & Award Bid			x					
Conduct Pre-Construction Conference			x					
Issue Notice to Proceed to Contractor			x					
Project Construction								
Begin Construction					x			
Hold Construction Progress Meetings					x	x	x	
Final Inspection							x	

CHANGES IN IDENTIFIED SCOPE OF SERVICES

We have attempted to identify all work items that we believe will be required. However, there may be certain elements of the project that will not be fully defined or may arise during coordination with the owner, project engineer or agency review. Notification will be provided for any additional requested scope of work items to be billed on a time and material basis and tracked separately with our monthly invoicing. If requested, a fee will be negotiated at the time for any additional scope of work with no work being completed without prior authorization.

FEES FOR PROFESSIONAL SERVICES

The fee for the described engineering scope of services is estimated at \$224,500 and is broken down as follows:

I. Project Management & Communication	\$ 22,000
II. Topographic & Hydraulic Survey	\$ 12,500
III. Engineering Design	\$123,500
IV. Section 106 Historic Documents	\$ 12,000
V. Construction Engineering Services	\$ 46,500
VI. <u>Grant Administration</u>	<u>\$ 8,000</u>
TOTAL FEE	\$224,500

Thank you for this opportunity and we look forward to providing quality professional services delivered on schedule. Please feel free to contact us if you have any questions or concerns.

Sincerely,
STAHLY ENGINEERING & ASSOCIATES

Kathy Thompson
Kathy Thompson, P.E.
Bridge Department Manager

Subject: **BROADWATER COUNTY PROCUREMENT POLICY**

Purpose: To establish uniform policy relating to the procurement of products, supplies and services for Broadwater County government.

Authority: MCA Sections (includes, but not limited to): 7-1-2103, 7-4-2110, 7-5-2101, 7-5-2301, 7-5-2303, 7-5-2304, 7-5-2305, 7-6-4005, and 7-8-2201.

Contents by Section:

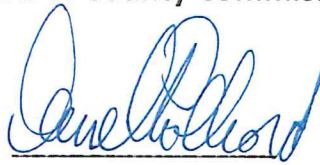
COUNTY PROCUREMENT POLICY

1. Policy Statement
2. Definitions
3. Supplies and Small Items (Valued under \$5,000)
4. Large Purchases and Contracts (Valued between \$5,000 and less than \$80,000)
5. Major Purchases and Contracts (Valued at \$80,000 or more)
6. County Contract Review and Approval Process
7. Construction Contractor Requirements
8. State RFP (Request for Proposal) Manual
9. Sale of Surplus Property
10. Appendix A: Limited Solicitation Summary Sheet
11. Appendix B: Sole Source Procurement Justification
12. Appendix C: Montana Code Annotated Relevant to Procurement

This County Procurement Policy was approved during the June 7, 2023 meeting of the Broadwater County Board of County Commissions:



Debi Randolph



Darrel Folkvord



Lindsey Richtmyer

COUNTY PROCUREMENT POLICY

1. Policy Statement

- (1) The Board of County Commissioners establishes the following uniform County Procurement Policy by Resolution adopted and effective the 7th day of June, 2023.
- (2) Each elected official or *department head* is responsible for knowing and understanding state law and the County Procurement Policy before issuing an *Invitation for Bid (IFB)* or *Request for Proposal*, advertising or entering into a *contract* obligation the County to purchase products, supplies or services.

- (3) County agencies are encouraged to utilize the state of Montana's large group purchases for equipment and vehicles through the Department of Administration, Procurement Bureau.
- (4) This policy may be used by the Broadwater County Weed District and the Broadwater County Rural Fire District if it is adopted by their respective board of trustees.

2. Definitions¹

As used in this policy, the following definitions apply:

- (1) "*Contract*" means all types of county agreements, regardless of what they may be called, for the procurement or disposal of supplies or services.
- (2) "*Contractor*" means a person having a contract with the county.
- (3) "*Department head*" means an elected official and the following positions: disaster and emergency services coordinator, community development coordinator, finance officer, maintenance supervisor, public health nurse, public works director, extension agent, fair coordinator, museum curator, sanitarian and any other department heads that apply.
- (4) "*Informal price solicitation*" means a type of *procurement* process where competitive sealed bids are not required. Price solicitation may be conducted by telephone, email or in-personal by contacting potential vendors directly. The following steps are typically involved in *informal price solicitation* process:
 - a. Develop specific specification for the product or services desired.
 - b. Contact at least three vendors requesting price information for the same product or services.
 - c. Evaluate the vendor's price quote in relationship to its experience, service policies, warranty, and geographic location.
 - d. Award the *contract* to the most responsive and responsible vendor whose price is most advantageous to the County, with price and other factors considered.
- (5) "*Invitation for bid*" or "IFB" means a formal type of *procurement* process where sealed bids are requested through a publicly announced/advertised solicitation that meets specific specifications that result in a firm price offer by potential vendors in the form of competitive sealed bids. The following steps are typically involved in a formal *procurement* process using the IFB:
 - e. Develop specific specifications for bid solicitation of a product, service or project;
 - f. Publicly announce/advertise the solicitation;
 - g. Open sealed bids at a pre-determined time, date and location as stated in the solicitation; and
 - h. Determine the lowest bid from a responsive and responsible bidder/vendor, and award the *contract* based upon the solicitation specifications and bid price.
- (6) "*Procurement*" means acquisition with or without cost, buying, purchasing, renting, leasing, trading, or otherwise acquiring any products, supplies or services. The term includes all functions that pertain to the obtaining of any product, supply or service, including description of requirements, specifications, selection and solicitation of sources, preparation and award of

¹ Words in *italics* are defined in Section 2 – Definitions.

contract, and all phases of *contract* administration. However, *procurement* does not include the acquiring of products, supplies or services by gift.

(7) “*Request for Proposal*” or “*RFP*” means a formal type of *procurement* process where specifications for a product, service, project (or a solution to a problem) that may not be readily known or too difficult to draft. The RFP allows consideration of other factors than price alone, such as: technical expertise, past experience, quality of vendors staffing, or geographic preference. The *contract* may be awarded to the vendor who can provide the best overall value. The following steps are typically involved in a formal *procurement* process using the RFP:

- i. Develop solicitation general specifications and scoring criteria;
- j. Publicly announce/advertise the solicitation;
- k. Evaluate proposals using established scoring criteria stated in the solicitation;
- l. Enter negotiations with the vendors who meet or exceed cut-off score criteria; and
- m. Award the *contract* to the most responsive and responsible vendor whose proposal is most advantageous to the County, with price and other factors considered.

3. Supplies and Small Items (Valued under \$10,000)

Subject to **7-6-4005**, elected officials and *department heads* shall have the authority to purchase supplies and small items of equipment and *contracts* valued under \$10,000 without going through the competitive bidding process. This does not preclude the need to communicate such purchases with the Board of County Commissioners, email communication is fine. All County contracts must be approved by the Board of County Commissioners. All purchase and contract decisions shall follow the Local Government Budget Act – Title 7, Chapter 6, Part 40, MCA. Whenever possible, more than one price should be obtained. Whenever there is more than one supplier in the local area, every effort should be made to rotate purchases between suppliers if prices are competitive.

4. Larger Purchases and Contracts (Valued at \$10,000 or more and less than \$100,000)

Subject to **7-6-4005**, elected officials and *department heads* shall have the authority to make purchases or enter *contracts* for products or services valued at \$10,000 or more and less than \$100,000 that have first been approved by the board of county commissioners following the Local Government Budget Act – Title 7, Chapter 6, Part 40, MCA. All such purchases shall be placed on the Commission agenda and brought to a full vote of the Board of County Commissioners, however, should a situation arise which could include, but is not limited to an emergency that affects public health, safety or welfare the elected official and department head may obtain permission from the Board of County Commissioners via email to proceed, then the matter will be brought to an official vote at the next public Commission meeting.

All such purchases and *contracts* shall be done as follows:

- a. Develop specific specifications for the product or services desired.
- b. Contact at least three vendors requesting price information for the same product or services, if available.
- c. Fill out attached Appendix A: Larger Purchases and Contracts Summary Sheet.

- d. Evaluate the vendor's price quote in relationship to its experience, service policies, warranty, and geographic location.
- e. Bring the contracts to the Board of County Commissioners for their review and approval at a public meeting. The Commissioners will award the contract to the most responsive and responsible vendor that provides the most value the County.
- f. Pertinent records must be kept: All information relating to the purchase and the final contractual agreement must be turned into the County Commission to be filed. A copy shall be retained by the applicable department. The documents to be retained include, but are not limited to, a copy of the bid specifications, Larger Purchases and Contracts Summary Sheet, a copy of the advertisement, an original of all bids, documentation of the bid acceptance, and the final contractual agreement.

5. Major Purchases and *Contracts* (Valued at \$100,000 or more)

Subject to **7-5-4302**, elected officials and *department heads* have the authority to make purchases or enter *contracts* for products and services valued at \$100,000 or more that have first been approved by the board of county commissioners following the Montana Constitution, Article II, Section 9, Right to Know, Local Government Budget Act – Title 7, Chapter 6, Part 40, MCA, the follow the County's Purchasing Policy, and subject to any provisions and restricts that are prescribed by state law. All such purchases and *contracts* shall be done in a competitive bidding process as follows:

- (1) The elected official or *department head* shall use either the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)* procurement process as defined in this policy.
 - a. See **Section 11, State RFP Manual** for helpful guidelines on how to prepare a *Request for Proposal (RFP)*.
 - b. The State Procurement Bureau, Montana Department of Administration, is an excellent source of information regarding the procurement process: 406-444-2575 or <http://spb.mt.gov>.
- (2) The publicity announcement/advertisement for an *Invitation for Bid (IFB)* or a *Request for Proposal (RFP)* should be drafted by the elected official or department head, reviewed by the attorney and approved by the county commissioners at a public meeting prior to public release.
- (3) Advertisement for an *Invitation for Bid (IFB)* or a *Request for Proposal (RFP)* should be drafted by the elected official or *department head*, and review by the county commissioners at a public meeting prior to seeking bids.
- (4) Advertisement shall be placed in the official county newspaper and other publications as deemed appropriate by the county official and County Commission. *Invitation for Bid (IFB)* or a *Request for Proposal (RFP)* shall be published twice, not more than 21 days or less than 3 days prior to bidding opening, with at least 6 days separating each publication as provided in **7-1-2121**.
- (5) The bids will be reviewed by a committee for responsiveness and the committee will choose the most responsive and responsible bidder whose price is most advantageous to

the county. The department head will present the committees choice to the County Commission at a public meeting. The County Commission will award the contract based on the most responsive and responsible bidder that provides the best value to the county.

- (6) Subject to MCA 7-5-2101, all County *contracts* shall be fully reviewed and approved by the County Attorney prior to being presented to the board of county commissioners to be awarded.
- (7) Penetrant records must be kept: All information relating to the purchase and the final contractual agreement must be turned into the County Commission to be filed. A copy shall be retained by the applicable department. The documents to be retained include, but are not limited to, a copy of the bid specifications, a copy of the advertisement, an original of all bids, documentation of the bid acceptance, and the final contractual agreement.

6. Sole Source Procurements

Under limited circumstances, due to the unique nature of the requirement, the Vendor, or market conditions, the County's need may be such that it can only be satisfied by soliciting a single Vendor. The County is reluctant to enter into Sole Source acquisitions because they take place without the benefit of competition. Sole Source Procurements are allowed in §18-4-306, MCA when a determination is made that "(1) there is only one source for supply or service item; (2) only one source is acceptable or suitable for the supply or service item; or (3) the supply or service item must be compatible with current supplies or services." Requests for Sole Source Procurements will only be made if one of the three requirements is met. All requests to use a Sole Source Procurement shall be completed with the following process:

- (1) The Department Head will fill out the Sole Source Procurement Justification sheet contained in Appendix B. That sheet will contain information that shows a determination is made that this qualifies for a sole source procurement and gives information for why that determination was made.
- (2) The Department Head will give the Sole Source Procurement Justification Sheet to the County Attorney along with all supporting documentation. The County Attorney will review the document and will either approve or deny the request.
- (3) After approval by the County Attorney, the Department Head will take the Sole Source Procurement Justification Sheet and all supporting documents to the County Commission and the County Commission will review at a public meeting. The Commission will either approve or deny the request.

7. County *Contract* Review and Approval Process

Subject to 7-5-2101, the Board of County Commissioners has jurisdiction and power to represent the county and have the care of the county property and the management of the business and concerns of the county. The board has jurisdiction to review and approve contracts and should seek out guidance as appropriate from applicable department heads, county finance, treasury and attorney for informed decision making to the full discharge of the duties of the chief executive authority of the county government.

8. Construction *Contractor* Requirements

All construction *contractors* bidding on or selected to do any county work shall:

- (1) Provide proof registration with the Montana Department of Labor and Industry, as provided in MCA Title 39, Chapter 9;
- (2) Comply with state of Montana's prevailing wage law for public works contracts entered into for construction services (heavy, highway and building) or non-construction services by the state, county, municipality, school district, or political subdivision in which the total cost of the contract is \$25,000 or more as provided in Title 18, Chapter 2, Part 4 – Standard Prevailing Rate Wages; and
- (3) Secure adequate liability insurance and bonding as determined by the board of county commissioners for the competitive bidding process for each project.

8. State RFP Manual (*Request for Proposal*)

The State Financial Services Division, Montana Department of Administration, has prepared an RFP Manual entitled "State of Montana Procurement Manual" to help guide agencies, including local governments, through the *Request for Proposal* process. This manual contains a wealth of information concerning the RFP process. It is provided as a resource for those new to the RFP process and provides step-by-step instructions on all facets of the process. The most current version along with helpful forms can be found on the website at <https://spb.mt.gov/Procurement-Guide>.

9. Selling Surplus Equipment

Subject to 7-8-2212, equipment or property that an elected official and department head wishes to sell that is potentially valued at \$2,500 or more must be sold via public action with authority granted by the Board of County Commissioners.

Appendix C: Montana Code Annotated Relevant to Procurement

Contents by MCA Section:

MCA REFERENCE ADDENDUM (additional MCA may apply)

- 2-2-201** Public Officers, Employees, and Former Employees Not to Have Interest in Contracts
 - 7-1-2103** County powers
 - 7-4-2110** Supervision of county and other officers
 - 7-4-2213** Inspection of official bonds
 - 7-5-2101** General Authority of county commissioners
 - 7-5-2106** Control of conflict of interest
 - 7-5-2301** Competitive, Advertised Bidding Required For Certain Large Purchases of Construction Contracts
 - 7-5-2303** Use of Public Auction to Make Purchase
 - 7-5-2304** Exemptions from Competitive Bidding Requirements
 - 7-5-2305** Prohibition on Division of Contracts to Circumvent Bidding Requirements
 - 7-5-2306** Use of installment purchase contracts
 - 7-5-2307** Treatment of rental-purchase contracts
 - 7-5-2308** Department of Administration as Purchasing Agent
 - 7-5-2309** Optional Bidding Preference for County Resident
 - 7-5-2315** Energy performance contracts exempt
 - 7-6-4005** Expenditures limited to appropriations
 - 7-7-2111** Authorization to issue construction bonds
 - 7-8-2210** Authority for county to obtain personal property.
 - 7-8-2212** Notice of sale and public auction required for certain sales
 - 18-4-306** Sole Source Procurement
-

**APPENDIX A: LIMITED SOLICITATION SUMMARY SHEET
(Purchases of \$10,000 or more and less than \$100,000)**

The limited solicitation process permits an agency to make purchases with a total contract value of \$10,000 or more and less than \$100,000, with only limited competition. This option is an intermediate step between small purchase procedures and the formal Invitation for Bid or Request for Proposal. A second objective of limited solicitation is to increase purchasing efficiency by allowing field and program staff to process most of their procurements.

This procedure requires a minimum of three written or oral quotations, if available. The limited solicitation procedure must be documented, using either the Limited Solicitation Summary Sheet.

Agencies must identify all information for the requested items or services, such as the manufacturer and model number, delivery and shipping requirements, and ending date for receipt of quotes. This information may be read to each vendor over the phone or provided in written form. All supporting documentation must be kept with this form.

Department:
Department Head:

Date:

BRAND/MODEL:	PRODUCT DESCRIPTION:		
REQUIRED DELIVERY DATE:	Vendor 1	Vendor 2	Vendor 3
VENDOR NAME			
CONTACT PERSON			
PHONE/FAX #			
QUOTE PRICE			
AWARDED TO/ P.O. #			

APPENDIX B: SOLE SOURCE PROCUREMENT JUSTIFICATION

Section 18-4-306, MCA, allows a contract to be awarded for a supply or service item without competition under certain circumstances. Circumstances that could necessitate a sole source procurement are: (1) there is only one source for supply or service item; (2) only one source is acceptable or suitable for the supply or service item; or (3) the supply or service item must be compatible with current supplies or services. Sole source procedures do not apply if the item is less than \$10,000. The determination as to whether a procurement shall be made as a sole source shall be made by the Broadwater County Commissioners. A request by a county office to the Commission must be accompanied by this form and must include a signed and dated quote.

Department name:

1. Name of product or service:
2. Name of product manufacturer:
3. Name of "sole" product supplier or service provider:
4. Estimated cost of purchase:

5. Have you made a determination of the following; (check all that apply)

<input type="checkbox"/>	There is only one source for the supply or service item;
<input type="checkbox"/>	Only one source is acceptable or suitable for the supply or service item; or
<input type="checkbox"/>	The supply or service item must be compatible with current supplies or services.

6. If you determined that there is only one source for the supply or service item, please indicate why you made that determination.

7. If you determined that only one source is acceptable or suitable for the supply or service item, please indicate why you made that determination.

8. If you determined that the supply or service item must be compatible with current supplies or services, please indicate why you made that determination.

9. What evaluation of other product suppliers or service providers was made? Provide names, addresses, and other documentation.

10. What product supplier or service provider has your Department used until now to satisfy similar requirements?

(Use Additional Sheets as Necessary)

11. Attach dated quote.

Signature of Elected Official or Department Head

Date

Signature of County Attorney

Date

Approved Disapproved

Debi Randolph, Chairperson

Date

Darrel Folkvord, Member

Date

Lindsey Richtmyer, Member

Date

Approved Disapproved



**SALES ORDER
PURSUANT TO EXISTING AGREEMENT**

This Sales Order is intended as a binding Agreement between Broadwater County Sheriff's Office, MT ("Customer") and TriTech Software Systems, a CentralSquare Technologies, LLC company ("CentralSquare") and shall be effective as of the date of the last signature herein.

Quote Number: Q-130991 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Statement of Work. Services for the products purchased under this Sales Order shall be governed by the Statement of Work document attached to this Sales Order as Exhibit "B".

Payment Terms.

Subscription

100 % due upon execution of this Sales Order

Services

50 % due upon execution of this Sales Order

50 % due upon completion of Services

Hardware

100 % due upon execution of this Sales Order

Support and Maintenance

Customer must pay all applicable support fees for its existing Insight solution up to the date of Go Live. A credit in the amount of the unused portion of the Insight maintenance paid by the Customer, if any, shall be applied towards Customers subsequent annual maintenance fee. The credit shall be the amount of unused Insight maintenance as of the go-live date.

Payment due in full 30 days from date of invoice. Annual maintenance shall be due in accordance with the Master Agreement, subject to any year-over-year increase as outlined in the Master Agreement.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: Software License and Service Agreement dated August 3rd, 2016 (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

TriTech Software Systems, a CentralSquare Technologies, LLC company	Broadwater County Sheriff's Office
1000 Business Center Drive DocuSigned by: Lake Mary, FL 32746	515 Broadway Townsend, MT 59644 United States
By <i>Ron Anderson</i> 6769F1AD774045B...	By:
Print Name: Ron Anderson	Print Name: Mark wood
Print Title: Chief sales officer	Print Title:
Date Signed: 7/6/2023	Date Signed:

Exhibit A

Quote

Quote #: Q-130991
Primary Quoted Solution: PSJ Pro
Quote expires on: August 01, 2023

Quote prepared for:
Nick Rauser
Broadwater County Sheriff's Office
515 Broadway
Townsend, MT 59644
406-266-3441

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centalsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1. Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	2,120.40	- 353.40	1,767.00
2. Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	123.70	- 20.62	103.08
3. Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,413.60	- 235.60	1,178.00
4. Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,880.96	- 313.50	1,567.46
5. Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	282.14	- 47.02	235.12
6. Mapping PS Pro Core Annual Subscription Fee	1	3,761.88	- 626.98	3,134.90
7. Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	3	120.00		360.00
8. Mobile PS Pro AVL Annual Subscription Fee	10	70.68	- 117.80	589.00

9. Mobile PS Pro CAD Annual Subscription Fee	10	159.04	- 265.10	1,325.30
10 Mobile PS Pro Civil Annual Subscription Fee	10	0.00		0.00
11 Mobile PS Pro Core Annual Subscription Fee	1	1,767.00	- 294.50	1,472.50
12 Mobile PS Pro Mapping Annual Subscription Fee	10	256.84	- 428.10	2,140.30
13 Mobile PS Pro NCIC Annual Subscription Fee	10	0.00		0.00
14 Mobile PS Pro Records Annual Subscription Fee	10	335.74	- 559.60	2,797.80
15 PS Pro Esri Server License Annual Subscription Fee	1	2,145.60	- 357.60	1,788.00
16 PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00		0.00
Software Subtotal				\$22,078.28 USD
Discount				- 3,619.82 USD
Software Total				18,458.46 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Safety Consulting Services - Fixed Fee	7,605.00
2. Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
3. Public Safety Project Management Services - Fixed Fee	5,850.00
4. Public Safety Training Services - Fixed Fee	2,145.00
Services Total	23,400.00 USD

WHAT HARDWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. PS Pro Server Upgrade Hardware	1	3,462.00	3,462.00
Hardware Total			3,462.00 USD

QUOTE SUMMARY

Software Subtotal	\$22,078.28 USD
Services Subtotal	23,400.00 USD
Hardware Subtotal	3,462.00 USD
Quote Subtotal	48,940.28 USD
Discount	- \$3,619.82 USD
Quote Total	45,320.46 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	692.40
FIRST YEAR SUBSCRIPTION TOTAL	\$18,458.46

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

Attachment A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Terms and Conditions for Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer has purchased subscription based software previously and is purchasing additional subscription priced software under this Agreement. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Agreement.

Annual subscription fees are invoiced upon execution and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year.

2. **Termination of Access Rights.** Upon termination or expiration, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination or expiration; (ii) Customer's right to the accessed software granted shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
3. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of access, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the Software to monitor compliance no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Exhibit B
Statement of Work
(Attached)



Summary of Services

Project: Broadwater County Sheriff, MT, Mobile Implementation, Q-130991

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services.

A CentralSquare Consultant will provide remote configuration and training services. A CentralSquare Consultant will work with the Client to confirm objectives and review the current system prior to configuration and training. A CentralSquare Consultant will guide the Client on how to configure Pro Suite, as applicable.

CentralSquare will conduct the following remote training:

- (1) One MobileCAD End User training session – 4 hours
- (1) One Mobile Records End User training session – 4 hours
-

This scope includes:

Mapping AVL Playback	<ul style="list-style-type: none">• Displays on the map• View by time, by unit, by CFS	<ul style="list-style-type: none">• Print or export playback data
Mapping (Core) – Server Based	<ul style="list-style-type: none">• Command-line entry• Drag and drop commands• Visual status alerts• User-configurable map layers• GIS functions with map window closed	<ul style="list-style-type: none">• Active calls for service• Call for service click-through• Custom map markers• Address verification• Faster map functions (compared with non-server version)• Required for 15 or more AVL units



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|--------------------------------------|--|
| Mapping – Agency Site License | <ul style="list-style-type: none"> • Allows agencies named herein to access and use Customer’s CentralSquare Mapping system |
|--------------------------------------|--|

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Primary Agency.

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|--------------------|--|--|
| Mapping AVL | <ul style="list-style-type: none"> • Vehicle locations on map | <ul style="list-style-type: none"> • Call for service integration |
|--------------------|--|--|

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|-------------------|--|--|
| Mobile CAD | <ul style="list-style-type: none"> • User-configurable layouts • Day/Night mode • Instant messaging | <ul style="list-style-type: none"> • Silent dispatch • Bulletins/BOLOS |
|-------------------|--|--|

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- | | | |
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| Mobile Civil | <ul style="list-style-type: none"> • Service attempts log | <ul style="list-style-type: none"> • Print out papers • |
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| Mobile Core | <ul style="list-style-type: none"> • Grants access to the CentralSquare Mobile application |
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- | | | |
|-----------------------|---|---|
| Mobile Mapping | <ul style="list-style-type: none"> • Active calls for service • Map Markers • Visual status alerts | <ul style="list-style-type: none"> • User configurable map layers • Route from current location to CFS location |
|-----------------------|---|---|

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- | | | |
|-----------------------|---|--|
| Mobile Records | <ul style="list-style-type: none"> • Cases • Warrants | <ul style="list-style-type: none"> • Master index access (including mug shots and alerts) |
|-----------------------|---|--|

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare’s Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work and will work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.



Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

MONTANA STOCKGROWERS ASSOCIATION
PREDATOR CONTROL FUND
P.O. Box 1938
Billings, MT 59103

(406) 657-6464

MEMORANDUM OF UNDERSTANDING

For the period: **JULY 1, 2023 TO JUNE 30, 2024**

In accordance with the terms of a Cooperative Service Agreement between the USDA APHIS Wildlife Services program and the Montana Department of Livestock, **BROADWATER COUNTY** agrees to allocate \$ 8,014 for the protection of cattle from destructive animals.

Funds under this agreement will be expended to carry out a mutually-agreed-upon program to minimize economic depredations. The county will be billed semiannually on **DECEMBER 1** and **JUNE 1**. Funds will be made payable to and deposited in the Predator Control Fund, Montana Stock Growers Association.

The program is agreed upon as follows:

(1) **Wildlife Services Specialist (WSS) will conduct Wildlife Services in Broadwater and Gallatin Counties, and the portion of Meagher County west of Highway 89.**

(2) **Funds generated under this agreement will be expended within Broadwater County for costs associated with the WSS (vehicle, partial salary) and contract fixed wing and/or helicopter flying.**

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

DATE

For the MONTANA STOCKGROWERS ASSOCIATION

DATE

Stock Cattle On Tax Rolls: 16029

(A signed copy
will be returned
for your files.)

Cattle License Fee/Head: .50

MONTANA WOOL GROWERS ASSOCIATION
PREDATOR CONTROL FUND
P.O. Box 1938
Billings, MT 59103

(406) 657-6464

MEMORANDUM OF UNDERSTANDING

For the period: **JULY 1, 2023 TO JUNE 30, 2024**

In accordance with the terms of a Cooperative Service Agreement between the USDA APHIS Wildlife Services program and the Montana Wool Growers Association, **BROADWATER COUNTY** agrees to allocate \$ 1,256 for the protection of sheep from destructive animals.

Funds under this agreement will be expended to carry out a mutually-agreed-upon program to minimize economic depredations. The county will be billed semiannually on **DECEMBER 1** and **JUNE 1**. Funds will be made payable to and deposited in the Predator Control Fund, Montana Wool Growers Association.

The program is agreed upon as follows:

(1) Wildlife Services Specialist will conduct Wildlife Services in Broadwater and Gallatin Counties, and Meagher County west of Highway 89. Airplane will be used where feasible and funds available.

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

DATE

For the MONTANA WOOL GROWERS ASSOCIATION

DATE

Stock Sheep On Tax Rolls : 2513

(A signed copy
will be returned
for your files.)

Sheep License Fee/Head : .50

June 28, 2023

From: Townsend Airport Board

Subject: 2023 Airport Annual Lease Rate

To: Broadwater County Commissioners

Dear Commissioners:

The Airport Board has reviewed the West Region Urban CPI rate and recommends a 4.9% increase in our hangar lease rates. This is in keeping with our airport lease agreement and the 2023 CPI increase.

We recommend that all hangar leases and rentals in calendar year 2023 be assessed at \$0.115 per square foot at our city airport.

Sincerely,



Adam MacDonald, Chairman

Approve/Disapprove

County of Broadwater

Title

Approve/Disapprove

City of Townsend

Title